

## EXHIBIT K

<b>Rust Constructors, Inc.</b>		<b>PURCHASE ORDER #: 37602-PO-003</b>	
<b>Client/Prime Contract/Task Order</b>		<b>AECOM Numbers:</b>	
Client: USACE, Omaha Dist. Prime contract #: W9128F20D008 / Task Order # W9128F20F155 Prime contract (task order) pricing: Cost Plus		Project #: 37602 Vendor #: FCAP Ref #:	
<b>Supplier:</b>		<b>Issued By:</b>	
Hendrickson Transportation, LLC 2762 310 <sup>th</sup> Street Hamburg, IA 51640 Attn: Darin Hendrickson, President Phone: 712-382-1505 E-Mail: <a href="mailto:darinh@hendricksonent.com">darinh@hendricksonent.com</a>		Rust Constructors, Inc. 7601 Technology Way, Ste. 100 Denver, CO 80237 Attn: Lisa Venhuizen, Subcontract Administrator Phone: 303-843-2568 E-Mail: <a href="mailto:Lisa.Venhuizen@aecom.com">Lisa.Venhuizen@aecom.com</a>	
Delivery Date:	As required	Delivery Location:	Rust Constructors, Inc. 17180 State Hwy E. Rockport, MO 64482

  

Description/Requirements	UoM	Quantity	Unit Cost	Total
Legal Highway Transport Base				Not to Exceed \$34,466.67
10 Wheeler	Hour		\$110.00	
Side Dump	Hour		\$120.00	
Legal Highway Transport Option				Not to Exceed \$435,600.00
10 Wheeler	Hour		\$110.00	
Side Dump	Hour		\$120.00	
<b>TOTAL PRICE OF ORDER NOT TO EXCEED</b>				<b>\$470,066.67</b>

This subcontract/order is certified for national defense use and you are required to follow all provisions of the Defense Priorities and Allocation System (15 CFR 7000). This order is rated as **- Not Applicable.**

The effective date of this order is the date of the last signature below.

By signing this agreement, Supplier hereby certifies that the small business size category(ies) indicated on the provided ☒ AECOM Reps and Certs (DCS-003-FM7 or FM9) dated 6/29/2020 ☐ SAM.gov Reps & Certs dated 12/19/2019 ☐ , or DCS-003-FM06 dated N/A are current, accurate, and complete as of the time of this award.

By signing this agreement, the supplier certifies as of the time of this award the supplier or its principals are not debarred, suspended, or proposed for debarment by the Federal Government

<b>HENDRICKSON TRANSPORTATION, LLC</b> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="text-align: center;">             Signature         </div> <div style="text-align: center;">           9/30/2020            Date         </div> </div> <div style="margin-top: 10px;">           Tuesday Wray            Printed Name         </div> <div style="margin-top: 10px;">           C.O.D.            Printed Title         </div>	<b>RUST CONSTRUCTORS, INC.</b> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="text-align: center;">             Signature         </div> <div style="text-align: center;">           9/30/20            Date         </div> </div> <div style="margin-top: 10px;">           JK Johnson            Printed Name         </div> <div style="margin-top: 10px;">           Sr. Project Director            Printed Title         </div>
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This purchase order is issued at Rockport, MO, USA on the date indicated on the purchase order cover page, by Rust Constructors, Inc. (Buyer) and to Hendrickson Transportation, LLC. (Seller), for the acquisition of commercial item products or equipment or supplies for use by Buyer in performing work under a contract of Buyer, through Rust Constructors, Inc., and The United States Army Corps of Engineers (Owner) for construction of the L536 Levee System under Owner's Contract No. W9128F20D0008.

## A. SCOPE OF WORK

The Base Scope of Work, which includes the delivery of approximately 2,000 tons of levee aggregate surfacing and 350 tons of riprap. The Optional Scope of Work includes 9,000 tons of levee aggregate surfacing along the Setback Levee and 20,700 tons of riprap. Deliveries will be in accordance with Attachment A Scope of Work and project specifications for the L536 Levee Repair.

Each written or verbal delivery order will specify the estimated quantity, and will be paid at the fixed unit rate identified in PO Price Schedule document will apply.

Only the following individuals will have the authority to issue delivery orders under this purchase order. Verbal orders, or written orders (email or fax) by all other persons, are unauthorized. Payment will not be made for unauthorized orders.

Authorized persons are as follows:

- a. Project Personnel – JJ Johnson
- b. Other Site Superintendents as authorized by JJ Johnson

The authorized value of this purchase order is for the base year and option year which is NOT a guaranteed total order value. This value is for administrative purposes only. The actual value earned will be for material quantities ordered and accepted.

Term – The term of this order is from the effective date through December 01, 2020

Option 1 – The term of this order is from the effective date through April 10, 2021.

## B. CONTRACT DOCUMENTS

This agreement ("Purchase Order" or "Agreement") between the parties, when referenced herein shall be deemed to include the documents referenced in the Table of Contents below:

### Signature Form (page 1 of this document)

Purchase Order Agreement  
Exhibit A Purchase Order General Terms and Conditions  
Exhibit B Insurance Requirements  
Exhibit C Special Conditions  
Exhibit D Scope of Work and Technical Documents Register

### 2. Precedence of Documents

The Contract documents referenced herein are intended to be complimentary. What is called for by one is as binding as if called for by all. If the Seller finds conflict, error, or discrepancy in the Contract documents, or in this Purchase Order, Supplier will call it to the attention of the Buyer, in writing, before proceeding with the work affected thereby.

In resolving such conflicts, errors, and discrepancies, the documents shall be given precedence in the following order:

- a. Modifications to this Purchase Order
- b. The Purchase Order document
- c. Special Conditions
- d. General Conditions

e. Other Documents

**C. SUBMITTALS** – Refer to Seller Document Submittal Requirements

**D. DELIVERY**

1. All trucks ordered shall be provided on an “as-needed basis” with 24 hour notification.
2. Delivery will be via supplier’s truck FOB Destination, as indicated on page 1.
3. All transport drivers are to have a current CDL license and proper training credentials for transport.
4. Transport driver is responsible to delivery materials and provide properly prepared delivery receipt with date, actual quantity delivered, and acknowledgement of materials received by project personnel.
5. Delivery personnel shall wear hardhat, safety vest, steel toe boots, long pants and shirts with a minimum of four (4) inch sleeves.
6. Operation of motor vehicle on site shall be in accordance with general safe driving practice. Any immediate safety concerns shall be reported immediately to project personnel.

**E. PAYMENT AND INVOICING INSTRUCTION**

1. Firm Rates:  
Unit Rates are firm for the duration of this Purchase Order. No further escalation will be allowed.
2. Taxes:  
Missouri sales tax is not applicable to this purchase order, a tax-exempt certificate will be provided to Seller by Buyer, if required.
3. Invoicing Instructions:  
Seller shall address all invoices and correspondence regarding payment to the contract and address shown below. All invoices must reference the Purchase Order number and all invoice item numbers must exactly match the purchase order item number, descriptions, and unit price. All invoices must be accompanied by proper and substantive documentation; i.e., delivery tickets. Failure to comply with these requirements may significantly delay payment and Buyer will not be liable for any penalty or interest charges for late payment from Seller’s failure to comply with this requirement.
4. Terms of Payment:  
Amounts that have been properly invoiced by Seller and approved by Buyer will be paid as and when payment is received by Buyer from Owner for such amounts. Payments will be made in accordance with FAR Clause 52.232-27 which requires Buyer to make payment to Seller within seven (7) days after Buyer’s receipt of payment from Owner.

In order to assure prompt payment of its invoice(s), Seller must [a] contact Buyer in advance of submitting invoices, to determine the cut-off date for receipt of Seller’s invoices by Buyer in order for Seller’s invoiced amounts to be included in Buyer's next payment request to Owner, and [b] provide at least 5 days advance written notice to Buyer of Seller's next scheduled billing. The request for information on the cut-off date and the advance written notice of Seller's next scheduled billing shall be made to Buyer’s Project Business Manager or designee at:

Rust Constructors, Inc.  
17180 State Hwy E

Rock Port, MO 64482  
 e-mail: [mike.olexa@aecom.com](mailto:mike.olexa@aecom.com)  
 copy: [lisa.venhuizen@aecom.com](mailto:lisa.venhuizen@aecom.com)

## F. SMALL BUSINESS CONCERNS

### 1. Utilization of Small Business Concerns:

FAR Clause 52.219-8 requires that small business concerns be afforded the maximum practicable opportunity to participate in performing work under contracts let by any Federal agency. Whereas this solicitation is being issued under a contract issued by The United States Army Corps of Engineers, this FAR clause applies to this contract.

FAR Clause 52.219-9 describes the requirements of the Small Business Subcontracting Plan that may be required for certain solicitations and contracts. For this acquisition, a Small Business Subcontracting Plan

\_\_\_\_\_ is required and has been submitted and approved,  
  X   is not required.

If a Small Business Subcontracting Plan is required, a copy of all annual and semi-annual reporting must be presented to the Buyer no later than two weeks after the required due date.

## G. COMMUNICATIONS

### 1. Communication and Formal Notices:

All routine correspondence shall be submitted to the Buyer's Representative identified below. All notices are required to be in writing under this Purchase Order including, but not limited to, those regarding breach, consent to settlement of claims, termination and/or indemnification, and shall be delivered personally to the respective representatives of the Buyer and Seller set forth below, or sent by a national overnight courier service, and shall be effective when received.

All notices shall be addressed as follows:

	<b>If to Seller</b>	<b>If to Buyer</b>
Name	Hendrickson Transportation, LLC	Rust Constructors, Inc.
Address	2762 310 <sup>th</sup> Street	7601 Technology Way, Ste 100
Address	Hamburg, IA 51640	Denver, CO 80237
Attention,	Darin Hendrickson / <b>Tuesday Wray</b>	Lisa Venhuizen
Title	President	Subcontract Administrator
Phone/e-mail	712-382-1505/ <b>712-310-7047</b> <a href="mailto:contracting@hendrickson.com">contracting@hendrickson.com</a>	(303) 843-2568 <a href="mailto:lisa.venhuizen@aecom.com">lisa.venhuizen@aecom.com</a>

## H. WAIVER

Each of the parties hereto agrees that the other party shall not by act, delay, omit or otherwise be deemed to have waived any of its rights or remedies hereunder unless such waiver is given in writing. A waiver on one occasion shall not be construed to be a waiver on any other occasion. Any change or modification of this Agreement must be in writing and duly executed by the parties hereto.

## I. SEVERABILITY

Invalidity of any one or more provisions of the Purchase Order shall not affect nor impair the remaining provisions. This Purchase Order may not be changed orally.

## J. TYPE OF CONTACT

Indefinite Delivery/Indefinite Quantity (IDIQ) Purchase order with fixed unit rates.

**K. ACKNOWLEDGEMENT AND ACCEPTANCE**

This Purchase Order must be completed, signed, and returned prior to any payments being made against this Purchase Order.

**L. AUTHORITY CLAUSE**

Each party represents and warrants to the other party that it has been duly authorized by proper corporate authority to enter into and execute this contract and perform its obligations.

**M. COMPLETE AGREEMENT**

The Purchase Order and Attachments constitute the complete agreement between the parties with respect to the subject hereof, and supersedes all prior written or oral contracts, agreements, representations and/or understandings of any kind or nature that the parties may have entered into or had prior to the date hereof with respect to the subject matter hereof. The Purchase Order documents may only be modified by a written instrument signed by both parties.



## Exhibit A – PURCHASE ORDER GENERAL TERMS AND CONDITIONS

**Scope.** These Purchase Order General Terms and Conditions apply to and are incorporated by reference into this Purchase Order ("Order"). **The Order consists of only the terms and conditions on the face of the Order and these Company Purchase Order Terms & Conditions. The Order does NOT constitute the acceptance of any terms and conditions contained on any previous SUPPLIER quotations, whether or not referred to in the Order. COMPANY objects to and hereby rejects any and all additional or different terms and conditions proposed by SUPPLIER whether in SUPPLIER'S acceptance form or otherwise.**

**Time.** Time is of the essence for the performance of this Order.

**Compliance with Law.** SUPPLIER shall provide the equipment and/or material, ("Items"), in accordance with all applicable laws, regulations, ordinances or other government requirements ("Law") and the applicable industry standards.

**Delay's.** COMPANY shall have the right, upon seven days prior written notice to the SUPPLIER, to postpone, delay, suspend or terminate all or any portion of the services or deliveries to be performed by the SUPPLIER under this Order, or any additions thereto or modifications thereof, at any time and for any reason deemed to be in COMPANY'S interest. In the event of termination, the SUPPLIER shall be paid such amount, determined by the COMPANY, as shall fairly compensate SUPPLIER for services satisfactorily performed prior to the termination date, or for non-cancelable orders for material and/or equipment that is not capable of use except in the performance of this Order and has been specifically fabricated for the sole purpose of this Order and not incorporated into the Work, subject to verification by COMPANY. Such postponement, delay, suspension or termination shall not give rise to any cause of action for damages or extra remuneration against the COMPANY. Neither party shall be liable to other party for default, failure or delay to the extent that such default, failure or delay is caused by an event or occurrence beyond the control of such party including, without limitation, an act of God, fire, accident, strike, or governmental order.

**Inspection.** COMPANY may inspect and otherwise evaluate the Items at any reasonable time and place, but such inspection is solely for the benefit of COMPANY and shall not relieve SUPPLIER of its obligations under the Order. If COMPANY identifies any defect or deficiency in the Items, SUPPLIER shall promptly cure such defect or deficiency at SUPPLIER'S sole expense, or at COMPANY'S sole discretion, the Item may be rejected and COMPANY may either require SUPPLIER to provide a suitable replacement at SUPPLIER'S expense or may terminate the Order at no expense to COMPANY except for payment for any Items accepted by COMPANY.

**Warranties and Remedies.** SUPPLIER warrants that it is skilled and experienced in the provision of the Items. The rights and remedies of COMPANY and the warranties of SUPPLIER set forth in this Order shall not be exclusive and are in addition to any other rights, remedies and warranties provided by Law. The failure of either party to enforce any rights under this Order shall not constitute a waiver of such rights or any other rights under this Order. All warranties and indemnities in this Order shall survive inspection, delivery and payment and shall benefit COMPANY and its successors, assigns. COMPANY may further convey the Items to COMPANY'S clients ("Client"), in which case such Client will be deemed to be third party beneficiaries but will not be deemed in privity of contract with SUPPLIER. If the Order is for the benefit of Client, then the related warranties shall pass directly to the Client as a third party beneficiary. SUPPLIER further warrants to COMPANY and Client that all Items furnished shall be new unless otherwise specified, and that such Items shall be of good quality, free from faults and defects, in conformance with this Order. SUPPLIER is to provide a minimum one (1) year manufacturers replacement warranty on all parts supplied as part of this formal agreement from the date of Substantial Completion.

**Inspection:** Materials or equipment purchased hereunder are subject to inspection and approval at the COMPANY destination and/or prior to shipment is so directed by COMPANY, and COMPANY reserves the right to reject items, which are not in accordance with instructions, specifications, drawings, samples of SUPPLIER'S warranties (express or implied). COMPANY will charge SUPPLIER for the costs of inspecting merchandise reasonably rejected. Items not accepted are to be returned to SUPPLIER at SUPPLIER'S expense. SUPPLIER acknowledges that it has examined and analyzed all conditions that could affect its performance and that no conditions exist to its knowledge which would affect the progress, performance or price of this Order. SUPPLIER shall immediately correct and rectify any non-conforming work at its own expense. If COMPANY and/or Owner determines that it will accept non-conforming work, shall be entitled to credit for the non-conformity. Any damage not caused by COMPANY and/or Owner prior to final acceptance and payment or the expiration of any warranty period shall be corrected by

SUPPLIER if the material is found to be faulty in nature. Inspection or supervision by COMPANY, Owner or others shall not relieve SUPPLIER of its obligations. SUPPLIER shall furnish equipment in accordance with the approved submittals, however this SUPPLIER acknowledges that approval of the submittals by the COMPANY or Owner's Consultants shall not relieve this SUPPLIER from compliance with the Order's requirements, specifications, codes, or delivery for this Order contained herein, and additionally shall not limit the rights of the COMPANY and/or Owner to recovery for either warranty or latent defects, and to reimburse the COMPANY for reductions in scope of the purchased product(s).

**Indemnification.** SUPPLIER agrees to defend, indemnify and hold COMPANY, Client, and their respective parents, affiliates and subsidiaries and their respective directors, officers and employees harmless from and against all claims, suits, demands, damages, losses, costs, expenses (including reasonable attorneys' fees), fines or penalties, ("Loss"), to the extent arising out of or related to SUPPLIER'S actual or alleged negligence, misconduct, breach of this Order or to any actual or alleged infringement of letters patent, trademarks and copyrights arising from or related to the Order.

**Patents, Trademarks, or Copyrights.** SUPPLIER shall not infringe upon any U.S. or foreign patents, trademarks or copyrights and shall hold Owner, the COMPANY and Architect/Engineer harmless from any infringement claim or suit resulting from the use or sale of the items purchased hereunder, except infringement directly resulting from adherence to specifications and drawings other than those of SUPPLIER'S design or selection, originally submitted to SUPPLIER by COMPANY or Owner. SUPPLIER will procure and pay for all necessary permits and licenses in conjunction with its Work.

**Independent Contractors.** Nothing contained in this Order shall be construed to create a partnership, joint venture, or employer/employee or principal/agent relationship between COMPANY and SUPPLIER.

**Taxes and Shipping.** The amount of this Order includes deliveries (F.O.B. jobsite), freight and postage fully prepaid to Project location, including applicable to taxes, duties, insurance, supervision, overhead and profit. Partial shipments as described in the delivery schedule are also included at no additional cost. SUPPLIER shall deliver all materials during normal business hours, by appropriate and acceptable means of conveyance. If delivery is refused due to SUPPLIER'S failure to comply with this paragraph, SUPPLIER agrees to pay all redelivery charges. All deliveries must be scheduled and confirmed in writing at least five (5) business days prior to delivery. Failure to properly schedule delivery will result in refusal of delivery, with all redelivery costs to be borne by SUPPLIER.

**Changes.** COMPANY may at any time make changes to this Order. All changes are to be made in writing and signed by an authorized COMPANY purchasing representative. SUPPLIER claims related to additional compensation related to such change must be filed within 15 calendar days from authorization of change. The issuance of information, advice, approvals or instructions by COMPANY technical personnel are mere expressions of opinion and shall not affect this Order, unless submitted as an amendment to this Order and signed by a COMPANY purchasing representative expressly stating that it constitutes an amendment to this Order.

**Invoicing.** All invoices submitted must contain the following required information: (1) Purchase Order Number and Purchase Order Line Number (if applicable), (2) Company Project Number (5 digits), and (3) Company Employee Contact Name (Note: Subcontract Administrator name, if available) Email Invoice Submission – submit each invoice as a separate PDF to: [Mike.Olexa@aecom.com](mailto:Mike.Olexa@aecom.com)

**Payment Terms.** Payment shall be made within seven (7) days of Company's receipt of payment from the Customer. If the invoice is disputed, COMPANY shall pay the undisputed portions of such invoice. Upon resolution of the disputed amounts, COMPANY will pay any remaining amounts due to SUPPLIER within the seven (7) business days of the resolution of such dispute. COMPANY'S payment of an invoice does not constitute acceptance of the Items. SUPPLIER'S acceptance of payment will constitute a waiver of any claims of SUPPLIER for payment for Items covered by the invoice.

**Lien Waiver.** UNLESS OTHERWISE PROHIBITED BY LAW, SUPPLIER HEREBY WAIVES ITS RIGHT TO FILE A LIEN CONNECTED WITH THIS ORDER, AND SHALL NOT AUTHORIZE ANY OTHER PARTY TO FILE A LIEN ON SUPPLIER'S BEHALF. SUPPLIER shall submit an invoice to the COMPANY for materials delivered. The SUPPLIER shall attach to each such

## Exhibit A – PURCHASE ORDER GENERAL TERMS AND CONDITIONS

invoice an acknowledgment of payment to the date of the last payment, a partial waiver and release of liens and claims (in the form annexed hereto), a sworn statement of any claim for charges or extras due to the SUPPLIER, and a sworn statement setting forth all amounts, if any, owed by SUPPLIER to its subcontractors and suppliers. No payment made pursuant to this Order shall be conclusive evidence of the performance of this Order, either wholly or in part, nor shall it be construed to be an acceptance of defective Work or improper material, or an approval of any of the items in any requisition made or bill rendered. SUPPLIER'S acceptance of final payment, in whole or part, shall constitute a waiver of any and all claims by SUPPLIER regarding this Order. COMPANY'S receipt of payment from the Owner shall be an absolute condition precedent to any obligation on the part of COMPANY to make payment to SUPPLIER. All material to be delivered to the property shall be unconditionally owned by COMPANY and shall be free of the lien of any third party. Any work performed and materials delivered pursuant to this Order shall become the property of COMPANY upon delivery to the project and may not be removed without the prior written consent of COMPANY.

If at any time there should be evidence of any lien or claim for which, if established, the COMPANY might become liable, or which should, in any event, be charged to the SUPPLIER, the SUPPLIER shall bond, satisfy, or otherwise discharge such lien within ten (10) business days of COMPANY'S demand, failing which COMPANY shall have the right to retain, out of any payment due or thereafter to become due, an amount sufficient to indemnify the COMPANY against such lien or claim, including bond premiums and attorney's fees and to apply the same in such manner as COMPANY deems proper to secure protection and/or satisfy such claim and liens. Should there prove to be any such lien or claim after all payments are made to the SUPPLIER, it shall repay the COMPANY all sums which it may be compelled to pay in discharging such lien or claim, including any and all legal fees or other charges.

**Termination.** This Order may be terminated in whole or part at any time for the convenience of COMPANY. Immediately on notification, SUPPLIER shall stop work and take actions as may be required by such notice. COMPANY shall pay SUPPLIER reasonable costs incurred prior to such termination, unless termination is for SUPPLIER'S failure to meet Order requirements.

Should SUPPLIER fail to perform this Order, become insolvent or bankrupt, fail to pay its obligations as they mature, or otherwise fail to properly prosecute and perform any part of its Work then SUPPLIER may be deemed by COMPANY to have breached this Order, in whole or part, by written notice to SUPPLIER. In case of termination, COMPANY may use any and all items furnished by or belonging to SUPPLIER either at or for the project, and SUPPLIER will be deemed to have offered to COMPANY an assignment of all of its subcontract or purchase orders relating to this Order. Where SUPPLIER is not in breach of this contract and in the event that the project is cancelled at any time after the date hereof, then this Order shall likewise be deemed terminated and SUPPLIER shall be entitled to reasonable reimbursement for materials intended for this project that either were fabricated by SUPPLIER or for which SUPPLIER is liable to a third party in full satisfaction of COMPANY'S liability to SUPPLIER. Any failure by COMPANY to require strict compliance with any of the terms and conditions of this Order shall not be construed as a waiver with regard to any subsequent act that would violate any term or condition hereof.

**Release of Information.** SUPPLIER shall not publicize this Order or use COMPANY'S name or logo without express written approval of COMPANY. SUPPLIER hereby agrees that all information provided by COMPANY pursuant this Order shall be considered confidential, and shall not be reproduced, transmitted, used or disclosed by SUPPLIER without the written consent of COMPANY, except as may be necessary for SUPPLIER to fulfill its obligations hereunder. The requirements of this provision shall survive the termination of this Order.

**Disputes.** In any case in which it is provided by the terms of this Order that any specific dispute or specific payment to be made shall be determined by arbitration, such arbitration shall be conducted in the City in which the Site is located or in the District of Columbia, at COMPANY'S sole determination, in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrators may be entered in any Court having jurisdiction thereof. If COMPANY does not elect to proceed with arbitration, then any action or claim shall be commenced in a court of competent jurisdiction located in the state of Virginia. The parties each waive all right to trial by jury in any action, proceeding or counterclaim arising out of or in any way relating to this Order. This Order shall be interpreted in accordance with Virginia law, without reference to any conflict of law principles.

**Notices.** All notices, requests, claims, demands and other official communications hereunder shall be in writing. Such notices shall be delivered: (i) in person; (ii) by a nationally recognized commercial courier service; or (iii) by United

States Postal Service, registered mail, postage prepaid and return receipt requested, and addressed to the parties at the addresses indicated on this Order. All notices shall be effective upon receipt.

**Assignment.** Neither this Order, nor any interest or claim hereunder, shall be assigned by SUPPLIER without the written consent of COMPANY. Any assignment without such written consent shall be void. SUPPLIER acknowledges and agrees that the COMPANY shall have the right to assign this Agreement to COMPANY or any party designated by the COMPANY ("Contract Assignee"), and upon and after any such assignment SUPPLIER shall render full performance hereof to such Contract Assignee and such Contract Assignee shall succeed to all of the COMPANY'S rights hereunder and shall perform all of the COMPANY'S obligations hereunder arising from and after such assignment. Any such assignment shall be effective upon the delivery of a notice of such election to the SUPPLIER. Upon such assignment, no amendments or modifications hereto, nor any waiver of COMPANY'S rights hereunder or any release of the SUPPLIER'S obligations hereunder, by amendment or change order or otherwise, shall bind or be effective against the COMPANY or any Contract Assignee except if the COMPANY shall have consented to the same in writing. Upon an assignment of this Agreement by the COMPANY, the COMPANY shall be deemed released from any and all liability under this Agreement provided that the Contract Assignee thereunder is acceptable to the SUPPLIER, in the exercise of its reasonable judgment.

**Insurance:** Prior to delivery of any material purchased under this Order, and until completion and final acceptance of the Order, the SUPPLIER shall, provide Automobile Insurance and General Liability Insurance for shipping equipment. The SUPPLIER shall also provide General Liability and Automobile Insurance for personnel on jobsite for unit start-up as per attached Exhibit B.

**Certification and Disclosure Regarding Limitation on Payments to Influence Certain Federal Transactions (FAR 52.203-11 and 12).** By signing this Agreement, SUPPLIER hereby certifies to the best of its knowledge and belief, that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the award of this Order. If SUPPLIER, under the guidelines of the Lobbying Disclosure Act of 1995, has made a lobbying contact with respect to this order, the SUPPLIER hereby completes and submits with this offer OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the names of the registrants.

**Entire Order.** This Order contains all of the promises, representations and understandings of the parties and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written. This Order shall not be altered, changed, or amended except as set forth in a written amendment to this Order, duly executed by the Parties.

**RUST CONSTRUCTORS, INC. ("COMPANY" or "AECOM")**

**Exhibit B – Insurance Requirements**

Prior to commencement of any work under this Order and until all obligations under this contract are fulfilled, the SUPPLIER and each and every Subcontractor of the SUPPLIER shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Owner and/or COMPANY, certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term "SUPPLIER", and/or "Subcontractor" as used in this insurance rider, shall mean and include Supplier and Subcontractors of every tier.

- A. Statutory Worker's Compensation and Occupational Disease Insurance in accordance with the applicable state law or laws: Employer's Liability Insurance with Limit of Liability of at least One Million (\$1,000,000) Dollars.

**If required, SUPPLIER shall include coverage for claims under the Longshore & Harbor Workers Act (L&HWCA) and any other maritime legislation.**

The SUPPLIER shall provide a copy of the "Employer's First Report of Injury" or its equivalent to **Rust Constructors, Inc., 7601 Technology Way, Ste 100, Denver, CO 80237**, within thirty (30) days of any injury or illness to any employee of the contractor arising out of, or alleged to have arisen out of or during the course of work performed on this project.

- B. Commercial General Liability with combined Bodily Injury and Property Damage limits of not less than **Two Million (\$2,000,000)** Dollars per occurrence and **Four Million (\$4,000,000)** in the general aggregate. The general aggregate must be applicable on a per project basis. Coverage must include the following perils:

1. Contractual Liability for liability assumed under this Order and all other Orders relative to the project.
2. Completed Operations/Products Liability to be maintained for six (6) years beyond completion and acceptance of the project.
3. Broad Form Property Damage
4. "XC&U" Perils, where applicable
5. Personal Injury Liability (A, B, & C)
6. Independent Contractors
7. Endorsement (CG2010 version 11/85 or its equivalent) must be furnished reflecting the inclusion of the interests **Rust Constructors, Inc.**; and its respective parent companies, affiliates, related entities, corporations and/or partnerships and its owned, controlled, affiliated, associated and subsidiary companies, corporations, and/or partnerships and the respective agents, consultants, principals, partners, servants, officers, stockholders, directors and employees of each and all other indemnitees named in Schedule 1 as Additional Insureds.
8. Coverage is to be endorsed to reflect that the insurance provided is to be primary and non-contributory for the SUPPLIER, Owner, COMPANY and all other indemnitees named in the Order.
9. Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to do business in the State of where work is being performed or otherwise acceptable to the COMPANY.
10. A Copy of the policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon the request of **Rust Constructors, Inc.**

- C. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with a combined Bodily Injury and Property Damage Limit of at least One Million (\$1,000,000) Dollars. Automobile Insurance must include all additional insureds.

- D. If SUPPLIER renders Professional Services, Professional/Errors and Omissions Liability Insurance covering the design and engineering services required by Order in an amount not less than Five Million (\$5,000,000) Dollars per claim and Five Million (\$5,000,000) Aggregate. For "claims-made" coverage:

1. The retroactive date must be on or prior to the start of work under this Order.
2. The SUPPLIER must purchase "tail Coverage/an extended reporting period" or maintain coverage for a period of three (3) years

- E. Where an Off Project Site Property exposure exists, the SUPPLIER at its sole expense shall furnish to the Owner and/or COMPANY Certificates of Insurance and other required documentation evidencing the following coverage which shall provide for the interests of **Rust Constructors, Inc.** to be named as **Loss Payees** and shall contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnitees named in the contract.

"All Risk" Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided a replacement cost basis. Contractor shall be responsible for all deductibles.

- F. The above insurance shall each contain the following wording verbatim:

**"Rust Constructors, Inc. AND Owner** are interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled, materially changed or not renewed without at least a thirty (30) day advance written notice to **Rust Constructors, Inc., 7601 Technology Way, Ste 100, Denver, CO 80237, Attn: RDI L536**, by certified mail - return receipt requested."

- G. The amount of insurance contained in aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the SUPPLIER or any of their subcontractors.

- H. The SUPPLIER shall file certificates of insurance prior to the commencement of work and/or payment with the COMPANY which shall be subject to the COMPANY approval of adequacy of protection and the satisfactory character of the Insurer.

In the event of failure of the SUPPLIER to furnish and maintain said insurance and to furnish satisfactory evidence thereof, the Owner and COMPANY shall have the right (but not the obligation) to take out and maintain the same for all parties on behalf of the SUPPLIER who agrees to furnish all necessary information thereof and to pay the cost thereof to the Owner and COMPANY immediately upon presentation of a bill.



## Exhibit B – Insurance Requirements

- I. Any type of insurance or any increase of limits of liability not described above which the SUPPLIER requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- J. The carrying of the insurance described shall in no way be interpreted as relieving the SUPPLIER of any responsibility of liability under this Order.
- K. All policies affected by the SUPPLIER shall contain a provision requiring the insurance carriers to waive their rights of subrogation against **Owner and Rust Constructors, Inc.** and all other indemnitees named in the Order
- L. Should the SUPPLIER engage a subcontractor, the same conditions will apply under this contract to each subcontractor, however, the subcontractor shall be required to maintain limits of liability of not less than Five Million (\$5,000,000) Dollars per occurrence and in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the SUPPLIER.

### Schedule 1

Additional Insureds:

**Rust Constructors, Inc.; the Owner U.S. Army Corps of Engineers, Omaha District** and its respective parent companies, affiliates, related entities, corporations and/or partnerships and its owned, controlled, affiliated, associated and subsidiary companies, corporations, and/or partnerships and the respective agents, consultants, principals, partners, servants, officers, stockholders, directors and employees.

## EXHIBIT C – Special Conditions

**SPECIAL CONDITIONS****A. PRIME CONTRACT FLOW DOWN AND OTHER REQUIREMENTS****CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (Feb 1998)**

**This Purchase Order incorporates the clauses listed below by reference. The clauses in this Section are based on provisions in FAR and are incorporated by reference with the same force and effect as if they were given in full text. Upon request Rust will make the full text available. Revisions applicable to these clauses are noted.**

The terms "Government", and "Contracting Officer" as used in the following clauses shall be deemed to refer to Rust or Buyer and Rust's Subcontract Representative, respectively; the term "Contractor" shall be deemed to refer to Subcontractor or Seller; the term "contract" shall mean this Subcontract or Purchase Order; and the term "subcontract" shall be deemed to mean lower tier Subcontractor's subcontract(s). It is intended that the referenced clauses shall apply to Subcontractor/Seller in such manner as is necessary to reflect the position of Subcontractor/Seller as a subcontractor to Rust, to insure Subcontractor's/Seller's obligations to Rust and to its Client, and to enable Rust to meet its obligations under its Prime Contract.

The term "FAR" means the Federal Acquisition Regulations. Federal Acquisition Regulations (FAR) clauses and its supplements can be reviewed at the following website: <http://acquisition.gov>

LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE IN ACCORDANCE WITH FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (Jan 2019)

The following solicitation provisions and/or contract clauses pertinent to this purchase of commercial items/services are hereby incorporated by reference:

- FAR 52.203-13 "Contractor Code of Business Ethics and Conduct" (Oct 2015) (*subcontracts in excess of \$5.5M*)
- FAR 52.203-15 "Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009" (Jun 2010) (Section 1553 of Pub.L.111-5)
- FAR 52.203-19 "Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements" (Jan 2017)
- FAR 52.204-10 "Reporting Executive Compensation and First-Tier Subcontract Awards" (Oct 2018) (*subcontracts in excess of \$30K*)
- FAR 52.204-21 "Basic Safeguarding of Covered Contractor Information Systems" (Jun 2016)
- FAR 52.204-23 "Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)
- FAR 52.219-8 "Utilization of Small Business Concerns" (Oct 2018)
- FAR 52.222-21 "Prohibition of Segregated Facilities" (Apr 2015)
- FAR 52.222-26 "Equal Opportunity" (Sep 2015)
- FAR 52.222-35 "Equal Opportunity for Veterans" (Oct 2015)
- FAR 52.222-36 "Equal Opportunity for Workers with Disabilities" (Jul 2014)
- FAR 52.222-37 "Employment Reports on Veterans" (Feb 2016)
- FAR 52.222-40 "Notification of Employee Rights Under the National Labor Relations Act" (Dec 2010)
- FAR 52.222-50 "Combating Trafficking in Persons" (Jan 2019) Alternate I (Mar 2015)
- FAR 52.222-55 "Minimum Wages under Executive Order 13658" (Dec 2015)
- FAR 52.222-62 "Paid Sick Leave Under Executive Order 13706" (Jan 2017)
- FAR 52.224-03 "Privacy Training" (Jan 2017) Alternate I (Jan 2017)
- FAR 52.225-26 "Contractors Performing Private Security Functions Outside the United States" (Oct 2016)
- FAR 52.232-40 "Providing Accelerated Payments to Small Business Subcontractors" (Dec 2013)
- FAR 52.247-64 "Preference for Privately Owned U.S.-Flag Commercial Vessels" (Feb 2006)

## Manpower Reporting

Contractors may direct technical questions to the "Send an Email" link at website or email [contractormanpower@hqda.army.mil](mailto:contractormanpower@hqda.army.mil) for current information on CMRA. Information regarding changes to the reporting process, when data should be entered, general policy information, how data is protected, and how to enter certain data can be found under the Frequently Asked Questions (FAQ) section at the CMRA website. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013.

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://www.sam.gov/SAM/> (<https://www.sam.gov/SAM/>). The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and end dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including sub-contractor); (6) Estimated direct labor dollars paid this reporting period (including sub-contractor); (7) Total payments (including subcontractor); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information); (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest City, Country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and, (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. "\*"

\*Note: Information from the secure web site is considered to be proprietary in nature when the contract number and contractor identity are associated with the direct labor hours and direct labor dollars. At no time will any data be released to the public with the contractor name and contract number associated with the data. For internal Army analysis, the reports and queries from the database shall not contain proprietary data.

**\*\*\* END OF SPECIAL CONDITIONS \*\*\***



## EXHIBIT D - Scope of Work and Technical Documents Register

## Scope of Work

### Highway Legal Trucking (material import)

The Missouri River Levee Unit L-536 is a federally constructed and locally owned and operated levee system located along the left bank of the Missouri River in Atchison and Holt Counties, Missouri between River Miles 515.7 and 522.2. The levee ties off at the downstream end of the project at Station MLC 839+25R along the right bank of Mill Creek in Holt County. At that location, L-536 ties into a non-project private levee. From the downstream tie-off, the levee proceeds northward, setback approximately 1,300 to 3,200 feet from the centerline of the Missouri River, to Rock Creek in Atchison County. This project also includes tieback levees built along the left bank of Rock Creek to the confluence with Turkey Creek, and along the left bank of Turkey Creek.

During the fall months of 2018, the lower Missouri River Basin experienced a very active weather pattern and much above average rainfall resulting in wet soil conditions heading into the winter season. An active storm pattern across the plains developed resulting in record snowfall in parts of the lower basin with 1-4 inches of snow water equivalent persisting as late as 12 March 2019. Widespread rainfall totals of 1 to 3 inches were observed across the region with pockets receiving up to 4 inches in eastern Nebraska and southeastern South Dakota. As a result of this event, the mainstem Missouri River experienced high flows, picking up large inflows from unregulated tributaries in southern South Dakota, western Iowa and eastern Nebraska. Record flows and stages were observed on the Missouri River south of Omaha in the proximity of and downstream of the confluence of the Platte River. As a result of this flood event the L-536 levee system was overtopped and breached and sustained significant flood damage that requires repair.

The Base Scope of Work, which includes the delivery of approximately 2,000 tons of levee aggregate surfacing and 350 tons of riprap. The Optional Scope of Work (if exercised) includes 9,000 tons of levee aggregate surfacing along the Setback Levee and 20,700 tons of riprap.

The Legal Highway Trucking Subcontractor shall provide sufficient resources, including experienced personnel and equipment to perform offsite material hauling from the aggregate quarry to the L-536 Project in accordance with the requirements described herein, the Contract Option, and highway transportation requirements. The Subcontractor shall develop a project team with sufficient expertise and experience to perform the work under an hourly priced contract, including a tracking system to monitor trucking deliveries. All work shall be performed in accordance with applicable federal, state, and local requirements.

For bidding purposes, assume that the following:

- Base SOW
  - A. Hourly rate for delivery of 2,000 tons aggregate base course and 350 tons riprap delivered from a radius of approximately 75 miles to the L-536 Levee Project in Rock Port, MO.

- Option SOW
  - A. Hourly rate for delivery of 9,000 tons aggregate base course and 20,700 tons riprap from a radius of approximately 75 miles to the L-536 Levee Project in Rock Port, MO.
- Hourly & Daily Trucking Rates (including operator)
  - A. End Dumps
  - B. 10 Wheelers
  - C. Belly's
  - D. Double Belly's

#### Special Provisions

- Subcontractor pricing shall include all labor, supplies, equipment, fuel, maintenance, insurance, taxes, permits, mobilization, demobilization, G&A, fee, and incidentals.
- Failure to perform work in a quality and timely could result termination of contract.
- Contractor has right to dismiss Subcontractor craft personnel for any reason, including tardiness, poor performance, poor workmanship, unsafe acts, safety violations, accidents, near misses, etc.
- ~~— Weekly Certified Payroll will be required.~~
- ~~— Drug Testing will be implemented by Rust Constructors. Subcontractor to abide by drug testing program and procedures.~~
- Subcontractor shall provide Personal Protection Equipment (PPE) as required.
- Rust Constructor shall provide temporary sanitary services (i.e. portable toilets).
- Subcontractor equipment shall be in good working condition at all times and must pass inspection upon delivery to site. Subcontractor shall perform daily pre-shift equipment inspections, noting any equipment damage, required repairs, and operations issues.
- Under no circumstance shall the Subcontractor allow impact to the environment for any reason, such as release / disposal of chemical / product / material or by improperly disposed waste.
- Attend required daily field coordination meetings (as necessary).
- Attend weekly progress and planning meetings (as required).
- ~~— Perform daily "tool box" meetings at the work site (including AHA development)~~
- ~~— Implement daily pre-shift "stretch-n-flex" program.~~
- Comply w/ Rust Constructors accident reporting and investigation protocol.
- Subcontractor shall provide material delivery tickets daily.
- Subcontractor to maintain unit pricing, hourly rates & daily rates through completion of SOW.
- Should any delivery work be determined to be construction, Davis Wage Rates will apply.

#### Site Location

- Site Map, illustrating on-site material delivery haul routes, attached

#### Submittal Document Requirements (SDR)

- Insurance Certification
- Material delivery tickets

#### Technical Document Register (TDR)

- SOW Attachment D Safety Requirements





## Supplier Document Submittal Requirements - Form 404-05

### Highway Legal Trucking

<b>SUBMIT ALL DOCUMENTS TO:</b> <b>Rust Constructors, Inc.</b> <b>17180 State Hwy E</b> <b>Rock Port, MO 64482</b>  <b>ATTN. JJ Johnson</b> <b>PHONE: (208) 699-3608</b> <b>Email: jj.johnson@aecom.com</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>PROJECT NO. 37602</b></td> </tr> <tr> <td><b>RFP NO. 31942-PO-003</b></td> <td><b>REV. 0</b></td> </tr> <tr> <td><b>ENGINEER: USACE</b></td> <td><b>DATE: 07/06/20</b></td> </tr> <tr> <td colspan="2"><b>BIDDER/SUPPLIER: TBD</b></td> </tr> <tr> <td><b>P.O. NO. 37602 -PO-003</b></td> <td><b>P.O. DATE 07/06/20</b></td> </tr> <tr> <td colspan="2"><b>TAG NOS.</b></td> </tr> <tr> <td colspan="2"><b>ITEMS:</b></td> </tr> <tr> <td colspan="2"><b>SIGNATURE (A):</b></td> </tr> <tr> <td colspan="2" style="font-size: small;">(A). Signature of Bidder/Supplier - Signature acknowledges all instructions and commitments</td> </tr> </table>	<b>PROJECT NO. 37602</b>		<b>RFP NO. 31942-PO-003</b>	<b>REV. 0</b>	<b>ENGINEER: USACE</b>	<b>DATE: 07/06/20</b>	<b>BIDDER/SUPPLIER: TBD</b>		<b>P.O. NO. 37602 -PO-003</b>	<b>P.O. DATE 07/06/20</b>	<b>TAG NOS.</b>		<b>ITEMS:</b>		<b>SIGNATURE (A):</b>		(A). Signature of Bidder/Supplier - Signature acknowledges all instructions and commitments	
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1. The following pages of the Supplier Document Submittal Requirements form list the drawings and documents to be furnished by the Supplier (Subcontractor) in response to the Request for Proposal (RFP)/Request for Quaoate (RFQ) and during the execution of the order if an order is awarded. This document is first issued with the RFP/RFQ, and re-issued as a later revision with the Purchase Order/Subcontract to the selected Supplier. The revised SDSR shows the documents and dates that have been mutually accepted by both Buyer and the Supplier.

2. Buyer requirements and bidder's commitments must be reconciled and inserted in the form before issuing for award/purchase.

3. The documentation shall be submitted in conformance with Form 404-06 - "Supporting Instructions for Supplier Document Submittal Requirements".

3.A The Buyer intends to use Aconex as the EDMS; \_\_\_\_ (Yes) \_\_\_\_ (No). If Marked "Yes", Supplier to satisfy paragraph 1.3 of Form 404-06

**4. Supplier must note Buyer's purchase order/subcontract number, project number, and tag number on all documents submitted. This includes any documents from Supplier's sub-suppliers and/or subcontractors**

**NOTES: Numbers in parentheses in the following pages refer to the notes listed below.**

1. Bids and associated documents are typically preferred to be submitted electronically.  
However if the bids are required by the Buyer to be submitted as a hard copy - One copy of each document suitable for photocopying shall be supplied with each copy of the bid.  
As indicated in the RFQ, all indicated documents shall be submitted in order for the bid to be considered.
2. Documents supplied after purchase order shall preferably be submitted in electronic form. If prints are supplied, the number of copies shall be per the Purchase Order/Subcontract.  
The supplied documents shall be suitable for photocopying . Electronic Submittals: N = Native File Format; P = pdf; T = Tiff
3. ARO = After Receipt of Order.  
PF = At least three (3) weeks before start of fabrication (or use, e.g. Procedures)  
PW = At least four (4) weeks before any welding is done  
AS = At shipment
4. R = Document will be reviewed by Buyer and will be returned to Supplier with or without comments.  
I = For Information only; Buyer will use document for reference but does not intend to return to Supplier.
5. Documents submitted "For Record" shall satisfy paragraphs 4.2.2 and 4.3 of Form 404-06
6. Documents indicated in this column shall be made available to Buyer's or the Customer's inspector in the Supplier's facility at the time of final inspection.

**SUPPLIER DOCUMENT SUBMITTAL REQUIREMENTS FORM 404-05 (S)**

TAG NOS. \_\_\_\_\_  
ITEMS: \_\_\_\_\_

PROJECT NO.	37602	
RFP NO.	37602-RFP-00?	REV. 0
ENGINEER:	USACE	
BIDDER/SUPPLIER:	TBD	
P.O. NO.	37602-PO-00?	P.O. DATE 07/06/20

THE BIDDER / SUPPLIER SHALL FURNISH THE FOLLOWING DOCUMENTS TO Rust Constructors								
ID	DOCUMENTS TO BE SUBMITTED (EXPECTED CONTENT SHALL BE AS DESCRIBED IN FORM 404-06)	WITH BID (NOTE 1)	AFTER ORDER (NOTE 2)	DUE DATE OR WEEKS ARO (NOTE 3)		PURPOSE (NOTE 4)	FOR RECORD (NOTE 5)	AT FINAL INSPECTION (NOTE 6)
				BUYER REQUIREMT.	BIDDER PROMISE			
<b>100</b>	<b>EXECUTION DOCUMENTS</b>							
	Subcontract Agreement (Form 407-11)							
	Insurance Certificaton (reference FAR 28.307)							
<b>200</b>	<b>DRAWINGS</b>							
	N/A							
<b>300</b>	<b>SPECIFICATIONS, DATA AND DATA SHEETS</b>							
	Weekly Certified Payroll (If applicable)							
<b>400</b>	<b>CALCULATIONS</b>							
411	Not Applicable							
<b>500</b>	<b>MANUFACTURING DOCUMENTS</b>							
504	Not Applicable							
<b>600</b>	<b>TESTING AND INSPECTION PROCEDURES</b>							
602	Not Applicable							
<b>700</b>	<b>REPORTS</b>							
704	Material Delivery Tickets							
<b>800</b>	<b>PREPARATION FOR SHIPMENT</b>							
802	Not Applicable							
<b>900</b>	<b>INSTALLATION, OPERATION &amp; MAINTENANCE</b>							
901	Not Applicable							
<b>1000</b>	<b>OTHER REQUIREMENTS</b>							
1001	Not Applicable							